

## "Gear Up & Go" Official Rules

**NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**Limit one (1) prize to be awarded to any one winning verified Licensed Electrical Contractor entrant. Hence, any entrant cannot win more than one prize.**

### 1. Eligibility (Restricted to Trade) – Restricted to Qualified Electrical Contractors

Standard ("Standard" or "Sponsor") Gear Up & Go (the "Sweepstakes") is open only to qualified electrical contractors ("Contractors"), who are legal residents of the 50 United States (and District of Columbia), and are eighteen (18) years of age at the time of entry (an "Entrant"). Void where prohibited by law. Employees of Standard Electric Co. or Madison Electric, or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Sweepstakes and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. Sweepstakes is subject to all applicable federal, state and local laws.

Contractors participation in the Sweepstakes is only open to qualified electrical contractors who are licensed electrical contractors or employed by a licensed electrical contractor as defined by the licensing boards in their respective state, unless their state does not have a licensing board, in which event, contractors must be able to provide, upon Standard's request, a form or certification that their state uses in place of a license. By entering the Sweepstakes, each Entrant acknowledges and agrees that his/her participation in the Sweepstakes may be subject to, or prohibited or restricted by, his/her employer's policies and regulations and that the Entrant is solely responsible for review of, and compliance with, any such policies or regulations of his/her employer. Violations of employer policies, as determined by Sponsor in its sole discretion, may void entry and prizes or result in Sponsor's re-assignment of prizes to employer. Prizes shall be awarded in the name of the purchaser for qualifying purchases. If purchaser is not a natural person (e.g., ABC Contractor Company Inc.) the purchaser may designate one or more employees as authorized Entrant.

### 2. Sponsor and Administrator

Sponsor/Administrator: Standard Electric Co., 2650 Trautner Drive, P.O. Box 5289, Saginaw, MI 48603-0289

### 3. Timing / General Overview

The Sweepstakes begins on June 15<sup>th</sup>, 2018 at 12:00 a.m. Eastern Time ("ET") and ends on October 12<sup>th</sup>, 2018 at 11:59 p.m. ET ("Sweepstakes Entry Period"). All entries received during the Sweepstakes Entry Period will be in the Prize Drawing.

### **Two (2) Grand Prize Drawings**

Chance to win (one of 2) Polaris Ranger XP 900 UTV

## **Four (4) 1<sup>st</sup> Prize Drawings**

Chance to win (one of 4) Polaris Sportsman 570 ATV

### **Prize Drawing Entry Period**

Enter between June 15<sup>th</sup>, 2018 at 12:00 a.m. – October 12<sup>th</sup>, 2018 at 11:59 p.m. ET

The Sweepstakes is governed by these Official Rules and is subject to all applicable federal, state, and local laws. Sponsor is the official time keeper for this Sweepstakes.

### **4. Registration and Earning Entries (Tickets)**

#### **Contractor Entries**

Eligible Contractors will receive one (1) raffle ticket for every qualified Square D product order of \$100 or more logged (Minimum \$100/order). Qualified products are Square D stock products that are purchased through the distributor/sponsor, are physically located in the distributors warehouse inventory and/or are ordered through the distributor and shipped from Square D. Job/project staged material packages and made to order (MTO) products do qualify. During the promotion, Contractors will also earn the following additional raffle entries for:

1. *Small Project Jobs (SPJ) orders qualify (Through STOCK order receives 10 ticket Bonus).*
2. *Square D field office projects qualify for one ticket Bonus for every \$1,000.00 (limit of 50 entries per project).*
3. *Buy 5-QO or Homeline Load Centers, receive 5 Bonus tickets; Fill with Breakers and TRIPLE your Bonus tickets to 15.*
4. *Earn 5 extra Bonus tickets for each new "Qwik-Grip" panel purchased.*
5. *Earn 2 extra Bonus tickets when you purchase any Square D surge protection device.*

Duplicate invoices/orders will be disqualified, and random audits will be made. Any fraudulent activity, including false reporting of qualified product sales, may result in disqualification from the promotion and/or the rescinding of any prizes won.

**No Purchase Necessary.** To receive entry without making a purchase or selling a product, send a 3" x 5" postcard with following information hand printed, Name, Business Name, Business Address, Personal Address, Phone Number, Email Address, and Job Title to Gear up & Go Sweepstakes c/o Standard Electric Co., 2650 Trautner Drive, P.O. Box 5289, Saginaw, MI 48603-0289. Your postcard must be written clearly and legibly (illegible postcards will be disqualified). Each mailed in entry must be received individually. There is no limit as to the number of mail in entries however each mail in entry must be sent separately. All mail in entries must be postmarked within the sweepstakes entry period and received no later than four (4) days after the promotion close. No submissions will be accepted after October 18<sup>th</sup>, 2018.

Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different identities or any other methods will void that participant's entries and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not

responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified.

#### 5. Winner Selection

**Limit one (1) prize to be awarded to any one winning verified Licensed Electrical Contractor entrant. Hence, any entrant cannot win more than one prize.**

The date for the Grand Prize and 1<sup>st</sup> Prize Sweepstakes Contractor winner selections is on or about October 31<sup>st</sup>, 2018.

The selected entrants will be contacted by the information provided with the entry ticket and may be awarded the prize (subject to verification of eligibility and compliance with the terms of these rules). Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner is final and binding in all matters related to the Sweepstakes. Winner will be notified by email on or about the day of the drawing. Failure to respond to the initial verification e-mail within five (5) business days of notification will result in disqualification. The odds of winning a Gear up & Go prize are subject to the number of entries/tickets awarded, and the number of prizes available (Six (6)). The odds of winning all Sweepstakes prizes are subject to the number of entries awarded during the respective period.

6. POTENTIAL SWEEPSTAKES WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL PRIZE TICKET HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

#### 7. Verification of Prize Winners

Potential prize winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The potential winners will be required to sign and return to Sponsor, within five (5) business days of the date notice is sent, an affidavit of eligibility and liability/publicity release in order to claim his/her prize if applicable. If a potential winner of any prize cannot be contacted, fails to sign and return the statement of eligibility and liability/publicity release within the required time period or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner of a Sweepstakes prize is disqualified for any reason, Sponsor may award the applicable prize to an alternate winner.

#### 8. Prizes

<b>Sweepstakes Prize Level</b>	<b>Eligible Participant Group</b>	<b>Prize Details</b>	<b>Quantity</b>	<b>Approximate Value of Each Prize</b>
Grand Prize	Contractor	2018 Polaris Ranger XP 900 EPS	2	\$13,999.00

<b>Sweepstakes Prize Level</b>	<b>Eligible Participant Group</b>	<b>Prize Details</b>	<b>Quantity</b>	<b>Approximate Value of Each Prize</b>
1 <sup>st</sup> Prize	Contractor	2018 Polaris Sportsman 570	4	\$6,699.00

\* 2018 Gear Up and Go prize details:

Prize provided through Stevens' Sports Center (1911 E Airport Road, Midland, MI 48642) & to administer and manage the following program elements:

- Verified winning entrant will be responsible to coordinate with Stevens' Sports Center to complete all necessary Title/License/Registration and documentation requirements.
- Verified winning entrant will be responsible to coordinate taking delivery and pick-up of prize at Stevens' Sports Center.

Sweepstakes prize winner/entrant is solely responsible for their own conduct while accepting the prize and agree to comply with all applicable laws and regulations pertaining to use and enjoyment of the prize. Sponsor will not responsible or replace any lost, damaged, or stolen prize after winning entrant picks up prize at Stevens' Sports Center.

For all Prizes: Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the listed prize for one of equal or greater value for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use.

## 9. Entry Conditions and Release

By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor, Administrator which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Sponsor, Administrator, and their respective parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable

attorney's fees) arising out of or relating to an Entrant's participation in the Sweepstakes and/or Entrant's acceptance, use or misuse of prize.

#### 10. Publicity

Except where prohibited, participation in the Sweepstakes constitutes winners consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

#### 11. General Conditions

Sponsor or Administrator reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor or Administrator's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor or Administrator in their sole discretion. Sponsor or Administrator reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

#### 12. Limitations of Liability

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Sweepstakes. No more than the stated number of prizes will be awarded.

#### 13. Disputes

Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Michigan State Court located in Saginaw County, Michigan; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (d) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim punitive,

incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

#### 14. Sweepstakes Results

For Sweepstakes results send a hand-printed, self-addressed, stamped envelope to Winners List – Standard Electric Co. Gear Up & Go Promotion c/o Standard Electric Co., 2650 Trautner Drive, P.O. Box 5289, Saginaw, MI 48603-0289. Requests for the winner list must be received by November 1, 2018.

#### 15. Tax Requirements

Federal and state income tax liability and any other federal, state, or local taxes are the responsibility of the participant. **Verified winning entrant must provide sponsor with applicable information to accommodate the winning entrants receipt of Federal 1099 Tax form from sponsor.** Award offers are void where prohibited by law. While every effort has been made to ensure that the data on this site is accurate, neither Standard Electric Co., nor its appointees are responsible for errors or omissions. By accepting the terms and conditions of Standard Electric's Gear up & Go Promotion, you indicate your agreement and understanding of all terms and conditions.

*If you have any questions about any of the terms, call Standard Electric Co., Gear up & Go Award Headquarters at 989-497-2100.*

*Standard Electric Co. reserves the right to amend or discontinue this program, or any portion thereof, at any time, for any reason and without notice. Standard Electric Co. reserves the right to final interpretation of the Rules. Ineligible entrants may be subject to termination in the program and/or loss of awards.*

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